

AG Contract No. KR95 0221TRN
ADOT ECS File: JPA 95-17
Project: 999 SW 000 H 3082 02C
Section: B-40, MP162.1 to
MP165.98

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF WILLIAMS

THIS AGREEMENT is entered into 7 March, 1995
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION ARIZONA and the CITY
OF WILLIAMS, acting by and through its Mayor and City Council,
(the "City").

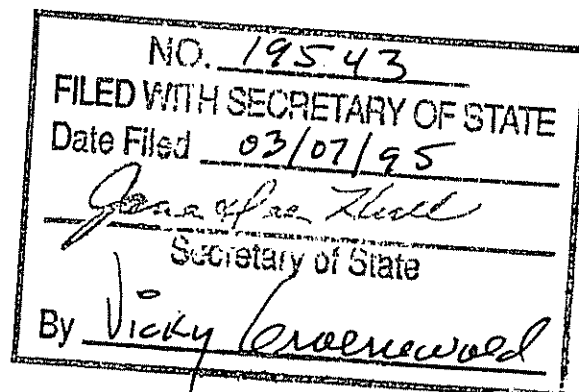
I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. Pursuant to Arizona Revised Statutes Section 41-513
and 41-514, State Route I40-B from MP 162.1 to 165.98 will be
designated as "Historic Route 66".

4. This agreement is to set forth the parties'
responsibilities relative to installation and maintenance of
roadway signs identifying Historic Route 66.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will provide Historic Road signs for the City road.

a. Historic Road designation signing will be limited to one entrance sign at each end of the designated route.

b. The City will install the Historic Road signs at locations approved by both the City and State.

c. The City will bear all costs associated with installing the signs.

2. The City will maintain the Historic Road signs as they are designed and approved by the State and will not make any changes, additions, or deletions without prior written approval by the State.

3. The City will continue to maintain the roadway in a suitable manner in order to protect the historic and aesthetic integrity of the road; provided, however, that the City may develop construction and maintenance procedures as it deems necessary to reasonable provide for the safety and service of the traveling public.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said signs.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Williams
City Manager
113 South First Street
Williams, AZ 86046

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF WILLIAMS

STATE OF ARIZONA

Department of Transportation

By Calder W. Chapman
CALDER W. CHAPMAN
Mayor

By Peter L. Eno
PETER L. ENO
Contract Administrator

ATTEST

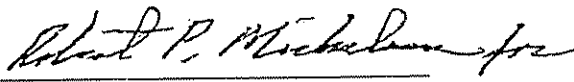
By Eleanor Addison
~~MARION BOCK~~ Eleanor Addison
City Clerk

JPA 95-17

RESOLUTION

BE IT RESOLVED on this 25th day of January 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Williams for the purpose of defining responsibilities for the designation of Historic Route 66 on B-40 in the City.

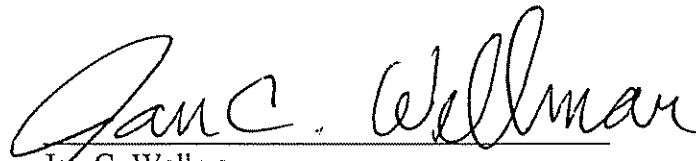
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION

BE IT RESOLVED on this 23rd day of February, 1995, that the Williams City Council voted unanimously to enter into an Intergovernmental Agreement with the State of Arizona, Department of Transportation, acting by and through the Highways Division, for the purposes of defining responsibilities for the designation of Historic Route 66 on B-40 in the City of Williams.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



Jan C Wellman
City Manager

APPROVAL OF THE WILLIAMS CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF WILLIAMS and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 23 day of February, 1995.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

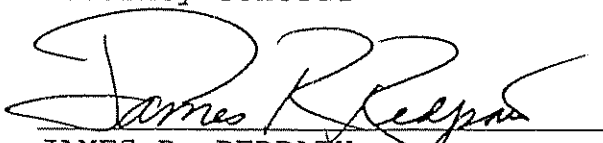
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0221-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 1st day of March, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
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